

FILED  
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Theodore Lenall Copeland  
12411 Beverly Ct. SW #6-I  
Lakewood, WA 98499  
Telephone (253) 582-4866  
PRO SE

JUDGE PAUL B. SNYDER  
Chapter 13 Proceeding  
Tacoma, WA

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF WESTERN WASHINGTON

In re:

THEODORE L. COPELAND,  
  
Debtor.

CASE NO. 08-45008  
Chapter 13

ADVERSARY NO. 10-40266

THEODORE L. COPELAND,  
  
Plaintiff,

COMPLAINT FOR VIOLATION  
OF THE AUTOMATIC STAY

EMIEL A. KANDI and his MARITAL  
COMMUNITY, DIVERSIFIED  
FINANCIAL, INC., JASON M.  
WONG, and JUANITA C. KANDI  
Defendants.

**COMES NOW** Plaintiff/Debtor, Theodore L. Copeland, pro se, for his Complaint  
against the Defendants, hereby complains and alleges as follows:

This is an action for actual damages, including costs and attorneys' fees, and  
punitive damages brought by plaintiff Theodore L. Copeland against Defendants Emiel  
A. Kandi and his marital community, Diversified Financial, Inc., Juanita C. Kandi, and  
Jason M. Wong for violating the Automatic Stay of the Bankruptcy Code.

COMPLAINT FOR VIOLATION  
OF THE AUTOMATIC STAY  
Page 1 of 15

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2  
3 **I. JURISDICTION**

4 1.1 This Adversary Proceeding is one arising out of the debtor's bankruptcy case  
5 number 08-45008 PBS, filed under Chapter 13 of Title 11 now pending in this Court.  
6 This Court has jurisdiction over this Adversary Proceeding pursuant to 28 U.S.C. § 157  
7 and § 1334. The action for violating the Automatic Stay is a core proceeding under 28  
8 U.S.C. § 157(b)(2).

9 **II. PARTIES and VENUE**

10 2.1 The Plaintiff/Debtor, Theodore L. Copeland ("Copeland") is a single man  
11 residing in the Western District of Washington.

12 2.2 Defendant Emiel Ali Kandi ("Kandi") is a married man residing in the  
13 Western District of Washington. Kandi is believed to be the sole owner of Diversified  
14 Financial, Inc.

15 2.3 Defendant Diversified Financial, Inc. ("Diversified") is an entity of uncertain  
16 origin whose authority to conduct business in the State of Washington has been revoked  
17 by the Washington Secretary of State. Defendant Diversified Physical address filed with  
18 the Washington State Department of Revenue is 6817 Street West University Place, WA  
19 98464. This address is in fact the actual address of the University Place U.S. Post Office.  
20 Defendant Diversified is believed to conduct business in the Western District of  
21 Washington.

22 2.4 Defendant Jason M. Wong (Wong) is an attorney who practice law in the  
23 state of Washington and was legal counsel for Defendants Kandi, Diversified, and Juanita  
24 Kandi. Wong is a resident of the Western District of Washington.

1  
2 2.5 Defendant Juanita C. Kandi ("J. Kandi") is a single woman residing in the  
3 Western District of Washington.

4 2.6 Venue in this Court is proper.  
5

6 **III. FACTUAL ALLEGATIONS**

7 3.1 In September 2005, Plaintiff/Debtor, Theodore L. Copeland ("Copeland"),  
8 noticed an abandon house in very bad condition near the apartment complex where he  
9 resided. The house address was 12411 Beverly Ct. SW Lakewood, WA 98499, ("the  
10 Property"). Copeland believed with a lot of hard work repairing the property that he  
11 could finally afford to be a home owner. The property was purchased by way of a Real  
12 Estate Contract (Pierce County opr. No.8903200461). After research Copeland located  
13 the legal owners of the property and purchased their vendee's interest in the property by  
14 way of purchaser's assignment of Real Estate Contract (Pierce County opr. No.  
15 200509120580).

16 3.2 Over the next couple years, Copeland invested a lot of sweat equity in  
17 making necessary repairs to the property. After devoting much time and money for  
18 materials, Copeland began to have financial difficulties and did not make regular  
19 Contract payments on the property.

20 3.3 In the summer of 2008, Copeland was served with a NOTICE OF  
21 INTENTION TO DECLARE A FORFEITURE OF AND CANCEL CONTRACT  
22 ("Notice") under (Pierce County opr. No. 200806300627) by Martha Sutherland who  
23 held a vendor's interest in the property. The cure date stated on the Notice was "October  
24 1, 2008". Copeland believed that he had a substantial amount of equity in the property  
25

1  
2 and could use his equity to get a loan that would remedy the notice. However, do to the  
3 short deadline to remedy the notice, Copeland felt he would be safer finding a non  
4 traditional lender that could close on a loan quickly.

5 3.4 Copeland knew a person in the home lending industry named Donna  
6 Canty("Canty") and asked her for help finding a lender that could close on a loan quick.  
7 Canty was referred to Defendant Kandi, of Villa Mortgage LLC. Canty then told  
8 Copeland about the lender Kandi from Villa Mortgage LLC who could help him. As a  
9 favor to Copeland, Canty also was involved with the exchange of information and  
10 documents with Defendant Kandi.

11 3.5 Copeland had multiple conversations with Kandi regarding the loan and  
12 faxed him numerous documents which he requested. After reviewing the property data  
13 and Copeland's ability to repay the loan, Defendant Kandi told Copeland that he would  
14 lend him the money to cure the notice before the deadline.

15 3.6 Both Copeland and Canty would make calls to Kandi to check the status of  
16 the loan and was lead to believe that everything was going OK. As the cure date drew  
17 near, Copeland starting having a very difficult time trying to reach Kandi to close on the  
18 promised loan. On more than one occasion Copeland called Canty to help him contact  
19 Kandi. On each occasion Canty told Copeland that she had spoken to Mr. Kandi and  
20 reassured Copeland that everything was OK, however she would not relay any specific  
21 information about the closing. She would only say that Kandi will call him back right  
22 away with the details, but he never did.

23 3.7 Copeland called Kandi many times but was only able the leave messages  
24 including one just prior to the notice deadline. Copeland informed Kandi that if he did

1  
2 not hear from him by October 1<sup>st</sup>, he planned on filing an emergency Bankruptcy petition  
3 before close of business to give him more time to close on the loan he promised.

4 3.8 After not hearing from Kandi, Copeland had no choice but to file for a  
5 voluntary chapter 13 bankruptcy petition. Copeland filed his bankruptcy petition on  
6 October 1, 2008 and listed the Property on the Schedule D of his bankruptcy.

7 3.9 Unbeknownst to Copeland, Kandi Secretly purchased the vendor's interest in  
8 the Property using his alleged 'shell company' Diversified. This transfer was executed by  
9 way of seller's assignment of real estate contract (Pierce County opr.  
10 No.200810010021).

11 3.10 Unbeknownst to Copeland, On October 1, 2008, in violation of the pending  
12 Notice, Kandi, prematurely canceled Copeland's interest in the Property and at the same  
13 time recorded a Deed of Trust on the property in favor of his mother, Defendant Juanita  
14 Kandi. The Deed of Trust stated a dollar amount of \$120,000. These actions were  
15 executed in Pierce County under recording numbers 200810010022 (DECLARATION  
16 OF FORFEITURE) and 200810010023 (DEED OF TRUST).

17 3.11 On October 6, 2008, Kandi was giving verbal notice of the bankruptcy  
18 filing by Copeland during a telephone conversation. Kandi was also told during that  
19 conversation that proof of the filing was delivered to his resident and handed to the adult  
20 person that answered the door who Copeland believes his name is 'Erron Jett'. Kandi  
21 responded to Copeland telling him that he had taking his property and that there was  
22 nothing that anyone could do about it. After Copeland continued to argue with Kandi  
23 about his illegal actions, he threatened to get a lawyer if his property was not returned.  
24 Kandi replied that getting a lawyer still would not get him his property back.

1  
2 3.12 After Kandi refused to return the property, even though he took it a day  
3 before he was legally allowed to pursuant to the notice and he was made aware of the  
4 bankruptcy filing; Copeland retained the services of Attorney Martin Burns of McFerran,  
5 Burns & Stovall to file a lawsuit in Pierce County Superior Court for QUIET TITLE and  
6 to set aside the FORFEITURE. The case was filed October 17, 2008 under cause no. 08-  
7 2-13603-1.

8 3.8 On October 18, a process server went to Kandi's residents to serve him with  
9 the summons and complaint. The process server spoke with Kandi from the gate of  
10 Kandi's resident and told him that he was trying to serve him with a law suit from Mr.  
11 Theodore Copeland. Kandi refused service.

12 3.9 The very next business day, Marla Spencer, Kandi's wife, who lived at a  
13 different address and had a different last name, went to a different branch of McFerran,  
14 Burns & Stovall to retain an attorney to start a will. After Mrs. Spencer retained an  
15 attorney from McFerran, Burns & Stovall, Kandi then accepted service for the lawsuit.

16 3.10 On October 30, 2008, attorney Jason M. Wong filed a NOTICE OF  
17 APPEARANCE to represent Defendants Emiel A. Kandi, Diversified, and Juanita Kandi  
18 in the Pierce County lawsuit. Within the pleadings of the complaint of the suit,  
19 Defendants was notified of Copeland's bankruptcy filing and also a copy of the  
20 bankruptcy filing was attached to the complaint as Exhibit G. A copy of the complaint  
21 has been attached hereto as **Exhibit A**.

22 3.11 On November 3, 2008, Defendants filed a motion to disqualify Copeland's  
23 counsel for conflict of interest (The conflict was intentionally created by the Defendants).

24 3.12 Also on November 3, 2008, Defendants answered the complaint and filed a

1  
2 counter-claim. The counter-claim included a QUIET TITLE claim, a TRESPASS claim,  
3 and an INJUNCTIVE RELIEF request, prohibiting Copeland from any further use of the  
4 property; all in violation of the bankruptcy Code. Defendants counter claim has been  
5 attached hereto as **Exhibit B**. Defendants' counter claim constitutes a willful violation of  
6 this courts automatic stay (U.S.C. 11 § 362(a)(1),(3),(4),(5),and(6)).

7 3.13 On November 14, 2008, Defendants' motion to disqualify was heard.  
8 Judge Steiner saw through the motion as a deliberate ploy and denied the motion. Later  
9 that same day, Kandi called Copeland from his office number 253-565-7700. At the  
10 beginning of the conversion Kandi first threaten Copeland with an eviction and then tried  
11 to use the threat to negotiate with him to drop the lawsuit. Witnesses Rachael Rose and  
12 Becky McGee were present during the telephone conversation.

13 3.14 On November 19, 2008, just two days before the hearing date to set aside  
14 the declaration of forfeiture, which the Defendants would have clearly lost; Defendants  
15 only then voluntarily returned title to Copeland, stating it was to avoid unnecessary legal  
16 expenses fighting over the title. Title was returned using Pierce County recording  
17 numbers 200811190480 RESCISSION and 4202220 EXCISE TAX AFFIDAVIT. Even  
18 though the Defendants did eventually return the title back to Copeland, the threat of  
19 foreclosure was still there. Under Reason for exemption in section no. 7 of the excise tax  
20 affidavit, the document stated, in hand writing, "Property Returned due to lawsuit – will  
21 reinitiate forfeiture at later date". Both documents were signed by Emiel Kandi.

22 3.15 Only two days after returning the property, Defendant Wong filed a relief  
23 from stay motion with this court alleging a post petition default. The motion was denied.

24 3.16 On January 21, 2009, Wong filed another relief from stay motion with this

1  
2 Court alleging a post petition default which was heard on February 19, 2009. No post  
3 petition default was found by this court. However this court released both Copeland and  
4 Defendants from the stay only for the purpose of allowing them to litigate the disputed  
5 amount owed on the property in Pierce County Superior Court so that the correct figures  
6 could be used in order for Copeland complete his Chapter 13 Repayment Plan. The order  
7 was signed by this court on March 12, 2009. On March 20, 2009, unbeknownst to  
8 Copeland, the order was rewritten and resigned by another judge (amended order dated  
9 March 20, 2009).

10 3.17 On March 24, 2009, without specific permission from this court, Wong  
11 filed a NOTICE OF INTENT TO FORFEIT under recording no. 200903240879. Wong  
12 misrepresented to Judge Orlando the proceedings of the relief from stay hearing in this  
13 Court, stating in his pleadings that he was given specific permission from this court to  
14 foreclose on the property.

15 3.18 On May 13, 2009, Wong filed a motion for summary judgment in the State  
16 Court lawsuit. The motion petitioned the court to award attorney fees to the Defendants  
17 for being the prevailing party in this court, because they were granted relief from stay for  
18 cause. The motion stated the Creditor's expenses within the bankruptcy court were over  
19 \$20,000.

20 3.19 On June 3, 2009, Copeland's counsel filed a motion to restrain the  
21 forfeiture action and for accounting of the real estate contract.

22 3.20 On June 12, 2009, Judge Orlando ruled that forfeiture be restrained and that  
23 Copeland pay the property tax arrears within 30 days. On the contract accounting, Judge  
24 Orlando ruled in favor of Copeland for the interest rate and contract payments, but he



1  
2 ruled in favor of the Defendants for the contract balance. Judge Orlando denied  
3 Defendants' motion for summary judgment.

4 3.21 On June 22, 2009, Copeland's counsel filed a motion for reconsideration.  
5 The motion was requesting that the contract balance be ruled on at the trial date and  
6 Copeland be allowed to pay his property tax arrears through his chapter 13 Plan in which  
7 payments were already being paid into the trustee's account (this motion would have  
8 prevented Wong from filing a new forfeiture action). The hearing date was set for July 1,  
9 2009 and than rescheduled to July 10, 2009(three days before Wong could file a new  
10 forfeiture action).

11 3.22 On July 1, 2009, Wong filed a NOTICE OF ABSENCE for July 10,  
12 2009(Wong was the attorney of record of multiple litigations; however, Wong did not file  
13 a notice of absence for the 10th of July in any of his other cases). The hearing date was  
14 again rescheduled to July 17, 2009 due to Wong's unavailability. Pursuant to Judge  
15 Orlando's orders, Wong cancelled the notice of intent to forfeit on June 23, 2009.

16 3.23 On July 14, 2009, prior to a pending ruling by Judge Orlando concerning  
17 payment of the property taxes and also without getting specific permission from this  
18 court, Wong filed another NOTICE OF INTENT TO FORFEIT under recording no.  
19 200907140622.

20 3.24 On July 17, 2009, Judge Orlando held the hearing for reconsideration which  
21 he delayed his ruling until September 11, 2009. On September 11, 2009, Judge Orlando  
22 ruled in favor of Copeland on both issues.

23 3.25 To prevent Wong from continuing to file unwarranted notices of forfeiture,  
24 Copeland filed a pro se motion with this court on August 10, 2008. The motion was to  
25

clarify this courts earlier order of relief from the bankruptcy stay and for damages. The motion was heard on September 9, 2008 by this Court. This Court ruled in favor of Copeland. As for the damage claim, this Court said that any damages would have to be brought by a separate adversary suit.

3.26 To Date, Defendants forfeiture action filed on 7/14/09 under opr. No. 200907140622 has not been canceled. Defendants continue to remain in violation of this Court's order clarifying Relief from Stay that was signed on 9/9/09

#### **IV. WILLFUL VIOLATIONS OF THE AUTOMATIC STAY** **PROVISIONS OF 11 U.S.C. § 362(a)**

**4.1 Plaintiff repeats and realleges each and every item and allegation above as if fully and completely set forth herein.**

4.2 Defendant Kandi was notified of Plaintiff's bankruptcy filing on October 6, 2008 during a telephone conversation with Plaintiff and also received a copy of the filing at his resident.

4.3 Defendants were aware of the automatic stay when they were served with the State Court lawsuit which included the bankruptcy filing. Once defendants receives notice of a Chapter 13 bankruptcy filing, Defendants has an affirmative duty to undo its violations of the automatic stay. (*In re Keen*, 301 B.R. 749 Bkrcty. S.D. Fla. 2003). Instead of promptly correcting their actions and returning Title of the property back to the Plaintiff, Defendants aggressively tried to fight to keep the property by uncalled for and reckless litigation which further increased Plaintiff's legal fees. Defendants filing of Its counter-claim on November 3<sup>rd</sup> 2008 constitutes a willful violation of the automatic stay.

1  
2 "A 'willful violation' does not require a specific intent to violate the automatic  
3 stay. . . . upon a finding that the defendant knew of the automatic stay and  
4 that the defendant's actions which violated the stay were intentional. Whether  
5 the party believes in good faith that it had a right to the property is not  
6 relevant to whether the act was 'willful' or whether compensation must be  
7 awarded." *Pinkstaff v. United States (In re Pinkstaff)*, 974 F.2d 113 (9th Cir. 1992).

8 4.4 The Defendants acted with malice in trying to illegally acquire Plaintiff's  
9 home at all times from September 2008, when Copeland came to Kandi for help until  
10 September 9, 2009 when Copeland Motion for Clarification was granted. Defendants'  
11 actions were a blatant disregard of the Bankruptcy Code, Washington State law, and just  
12 plain fair dealing.

## 13 **V. DAMAGES**

14 **5.1 Plaintiff repeats and realleges each and every item and allegation above  
15 as if fully and completely set forth herein.**

16 5.2 US Code Title 11 § 362(k)(1) states, "an individual injured by any willful  
17 violation of a stay provided by this section shall recover actual damages, including costs  
18 and attorneys' fees, and, in appropriate circumstances, may recover punitive damages".  
19 Defendants' willful violations of stay injured Plaintiff as follows:

20 5.3 1. Plaintiff was forced to hire an attorney to file a Quiet Title suit in Pierce  
21 County Superior Court in order to get his illegally taken property back. The Pierce  
22 County lawsuit is still ongoing. Due to Defendants' decisions to employ reckless defense  
23 ploys, the cost of this litigation has run exceedingly high. Plaintiff has suffered actual  
24 damages in attorney fees in excess of \$45,000 and they are still increasing.

25 5.4 2. Defendants were well aware of Plaintiff Bankruptcy filing, nevertheless,  
26 they acted with malice in ongoing persist attempts to take Plaintiff's home. Plaintiff had  
a sustained fear of losing his home to Defendants during most of his bankruptcy

proceedings. The constant fear has been a severe disruption of Plaintiff's regular lifestyle and has caused him to suffer emotional distress. Emotional distress is an injury which qualifies as "actual damages" under section 362(k)(1).

5.5 3. Prior to Plaintiff relationship with Defendants, Plaintiff had no bankruptcy filings, no notice of forfeiture filings, or forfeiture filing under his name. Defendants' actions have caused a bankruptcy filing and two separate foreclosure actions to be filed under Plaintiff's name. Defendants' actions have permanently damaged Plaintiff's credit.

5.6 4. Plaintiff has suffered actual damages from the cost of bringing this adversary proceeding to court.

5.7 Plaintiff alleges that Defendants actions and inactions have impaired and damaged him, entitling Plaintiff to damages in an amount to be proven at time of trial but in excess of \$55,000.

## **VI. PUNITIVE DAMAGES**

**6.1 Plaintiff repeats and realleges each and every item and allegation above as if fully and completely set forth herein.**

6.2 The bankruptcy code provides that "in appropriate circumstances" punitive damages may be recovered. The bankruptcy courts have determined "appropriate circumstances" are when the action that violated the stay was egregious. An award of punitive damages requires not only a willful violation but "appropriate circumstances" such as egregious, intentional misconduct by the creditor. (*In re Knaus*, 889 F.2d at 776 (8th Cir. 1989)). Plaintiff asserts that defendants' actions were willful and egregious enough to allow for an award of punitive damages.

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2           6.3 Punitive damages are intended to punish the offender and deter the offender  
3 from future behavior. During the pendency of this Adversary proceeding, Plaintiff  
4 intends to present undeniable evidence that defendants have acted with similar fraudulent  
5 behavior in a dozen or so other separate cases in the past. Plaintiff allege that Defendant  
6 Kandi has a history well established by public records of perpetrating illegal  
7 “foreclosure rescue schemes” and defrauding many homeowners out of their homes.

8           6.4 Defendants have managed to conduct such egregious acts of deceit in blatant  
9 disregard of the laws for years; all primary unobserved by the eyes of justice. To date no  
10 courts have sanctioned defendants enough to deter them from their malicious behavior.  
11 Defendants have preyed on the poor and vulnerable and pose a danger to the public.

12  
13                           **VII. CLARIFICATION OF THIS COMPLAINT**

14           7.1 Plaintiff repeats and realleges each and every item and allegation above  
15 as if fully and completely set forth herein.

16           7.2 The lawsuit that Plaintiff has pending in Pierce County Superior Court  
17 against Defendants Emiel Kandi, Juanita Kandi, and Diversified Financial, Inc. are for  
18 the following causes of action: Action to Set Aside Forfeiture, Quiet Title, Fraud,  
19 Negligent Misrepresentation, Consumer Protection Act Violation, Violation of Statutory  
20 Duties, Fraudulent Conveyance, and to determine the accounting relating to the Real  
21 Estate Contract. These matters are being litigated in State Court with a trial date set for  
22 September 14, 2010.

23           7.3 This complaint is for a separate cause of action. This complaint is to  
24 determine if the Defendants actions violated the Bankruptcy Automatic Stay, if the Stay  
25

was violated were the violations willful, if "appropriate circumstances" exist for punitive damages, and a determination of what damages or other relief if any should be awarded to Plaintiff. This Court is the proper Court to determine these matters.

7.4 The specific alleged actions of the Defendants upon this court are as follows:

Date	Stay Violation	Offender(s)
10/1/08	Recording of Declaration of Forfeiture (opr. No. 200810010022) when Defendant knew of plaintiff's intention to file for Bankruptcy.	Kandi Diversified
10/1/08	Recording of Deed of Trust (opr. No. 2008100110023).	Kandi J. Kandi Diversified
10/6/08	Defendant refused to return Title of property back to Plaintiff after being made aware of Plaintiff Bankruptcy filing.	Kandi
10/30/08	Failure to correct their violations of the Stay once lawsuit was in progress and deciding to fight the lawsuit while still retaining Title to property.	All
11/3/08	Filing of counter claim in State lawsuit.	All
11/14/08	Harassing Plaintiff with threat of eviction	Kandi
11/19/08	Stating on Real Estate Excise Tax Affidavit that he intends to reinstate forfeiture at a later date.	Kandi Diversified
3/24/09	Going beyond the scope of the relief from Stay order and Filing a non-judicial foreclosure(orp. 200903240879) without specific permission from the Bankruptcy Court.	Wong Kandi Diversified
7/14/09	Going beyond the scope of the relief from Stay order and Filing a non-judicial foreclosure(orp. 200907140622) without specific permission from the Bankruptcy Court.	Wong Kandi Diversified

Plaintiff reserves the right to add other acts not listed above.

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2  
3 **PRAYER FOR RELIEF**  
4

5 **WHEREFORE**, Plaintiff prays that judgment be entered against the Defendants  
6 for the following:

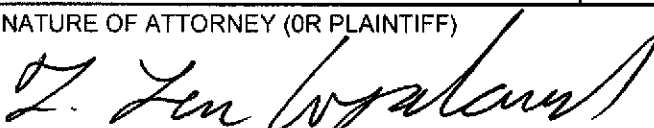
- 7 1. A Declaratory Ruling that defendants' conduct was a willful violation of the  
8 Automatic Stay.  
9 2. A Declaratory Ruling that Defendants Kandi and Diversified lending practices  
10 are unfair and deceitful and appear to be for the purpose of trying to illegally  
11 acquire borrower's property or equity.  
12 3. An Order permanently enjoining Defendants Kandi and Diversified from  
13 engaging in the practice of Real Estate lending.  
14 4. An award of actual damages to Plaintiff in an amount to be proven at the time  
15 of trial but in excess of \$55,000.  
16 5. An award of compensatory damages to plaintiff including cost and attorney's  
17 fees incurred to bring this action to court.  
18 6. An award of Punitive Damages to Plaintiff in an amount to be determined by  
19 this court.  
20 7. Any such further relief that the Court deems just and proper.

21 DATED this 29<sup>th</sup> day of January 2010.  
22

23 By:   
24 Theodore L. Copeland, Plaintiff/Debtor  
Pro se

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)	
<b>PLAINTIFFS</b> Theodore L. Copeland		<b>DEFENDANTS</b> Emiel A. Kandi, Diversified Financial, Inc., Jason M. Wong, and Juanita C. Kandi	
<b>ATTORNEYS</b> Pro se, Theodore Lenall Copeland, 12411 Beverly Ct. SW #6-I, Lakewood, WA 98499, (253) 582-4866		<b>ATTORNEYS</b> (Jason Michael Wong)	
<b>PARTY</b> (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
<b>CAUSE OF ACTION</b> Willful violation of the Automatic Stay (U.S.C. title 11 § 362(k))			
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)			
<b>FRBP 7001(1) - Recovery of Money/Property</b> <input type="checkbox"/> 11-Recovery of money/property - § 542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - § 547 preference <input type="checkbox"/> 13-Recovery of money/property - § 548 fraudulent transfer <input checked="" type="checkbox"/> 14 Recovery of money/property - Other  <b>FRBP 7001(2) - Validity, Priority or Extent of Lien</b> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) - Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and a of co-owner §363(h)  <b>FRBP 7001(4) - Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge §727(c),(d),(e)  <b>FRBP 7001(5) - Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of Confirmation  <b>FRBP 7001(6) - Dischargeability</b> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud  <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny  (Continued next column)		<b>FRBP 7001(6) - Dischargeability (continued)</b> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other  <b>FRBP 7001(7) - Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief - imposition of stay <input type="checkbox"/> 72-Injunctive relief - other  <b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest  <b>FRBP 7001(9) Declaratory Judgment</b> <input checked="" type="checkbox"/> 91-Declaratory judgment  <b>FRBP 7001(10) Determination of Removed Action</b> <input type="checkbox"/> 01-Determination of removed claim or cause  <b>Other</b> <input type="checkbox"/> SS-SIPA Case - 15 U.S.C. §§78aaa et seq. <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$ an amount over \$55,000	
Other Relief Sought Punitive Damages			



BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Theodore Lenall Copeland		BANKRUPTCY CASE NO. 08-45008 PBS
DISTRICT IN WHICH CASE IS PENDING DISTRICT OF WESTERN WASHINGTON	DIVISIONAL OFFICE Tacoma	NAME OF JUDGE PAUL B. SNYDER
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 1/29/2010	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Theodore Lenall Copeland pro se	

## INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.